

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B4400580

**PRINT DATE:** 02/26/16

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

MSC INDUSTRIAL SUPPLY COMPANY  
3051 A WASHINGTON BLVD

BALTIMORE, MD 21230  
(410 )644-1313

### REFER QUESTIONS TO:

CHRISTINE VASILIAU  
(410 )767-4281  
CHRISTINE.VASILIAU@MARYLAND.GOV

### ITB:

**EXPR DATE:** 02/28/17  
**POST DATE:** 05/01/14

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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STATEWIDE CONTRACT  
FOR

MAINTENANCE, REPAIR, OPERATING SUPPLIES(MRO)

\*\*\*\*\*

SCOPE: VENDOR TO SUPPLY MAINTENANCE, REPAIR & OPERATING SUPPLIER (MRO) IN ACCORDANCE WITH THE WSCA MASTER PRICE AGREEMENT NUMBER 1862, WITH THE STATE OF NEVADA.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPT. OF GENERAL SERVICES ONCE THOSE CONTRACTS EXPIRE INCLUDING ANY RENEWAL OPTIONS. MSC MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT.

WESTERN STATES CONTRACTING AGREEMENT (WSCA) DISCOUNTED PRODUCTS CATEGORY: THIS IS A LISTING OF CATEGORIES SUPPLIED UNDER THIS AGREEMENT. FOR EXACT PRICING LOG ON TO WWW.MSCDIRECT.COM/WSCA, AND SELECT MARYLAND. CATEGORIES NOT LISTED ARE PROVIDED A 10% DISCOUNT.

GRAINGER CATEGORIES & DISCOUNT UNDER THIS CONTRACT:

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### CATEGORY

1. MOTORS & ACCESSORIES
2. ELECTRICAL & EQUIPMENT

### DISCOUNT

12%  
12%

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### TERMS (cont'd):

3. LAMP FIXTURES	12%
4. POWER TOOLS & ACCESSORIES	12%
5. PNEUMATIC TOOLS	12%
6. HAND TOOLS	12%
7. PLUMBING EQUIPMENT & ACCESSORIES	12%
8. ELECTRICAL TEST INSTRUMENTS	12%
9. FASTENERS	12%
10. BATTERIES & FLASHLIGHTS	12%
11. OUTDOOR GARDEN SUPPLIES & EQUIPMENT	12%
12. SAFETY & SECURITY	12%
13. XXX	
14. HVAC	12%
15. AIR FILTERS	12%
16. CLEANING SUPPLIES	12%
17. MATERIAL HANDLING	12%
18. WELDING & SOLDERING	12%
19. PAINT & ACCESSORIES	12%

FOR ADDITIONAL WSCA CATEGORIES DISCOUNTS GO TO WWW.MSCDIRECT.COM

THIS CONTRACT IS SUBJECT TO STATE OF MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.00.

### CHANGES:

A. IN SUPPORT OF THE STATE'S SMALL BUSINESS INITIATIVE AND THE CURRENT LIGHTING & CLEANING CONTRACT MSC WILL NOT BE EXTENDING WSCA PRICING ON PRODUCTS IN THOSE COMMODITY GROUPS. HOWEVER, SHOULD THE STATE CHOOSE TO PURCHASE COMMODITIES FROM MSC UNDER THIS AGREEMENT THEY WILL EXTEND THEIR CURRENT AGREEMENT DISCOUNT PROGRAM.

B. BOTH PARTIES AGREE THAT THIS CONTRACT MAY BE CANCELLED BY MSC OR THE DEPARTMENT OF GENERAL SERVICES UPON ONE HUNDRED AND TWENTY (120) DAYS NOTICE, IN WRITING, PRIOR TO THE EFFECTIVE DATE OF CANCELLATION.

C. THE STATE OF MARYLAND AND MSC HAVE AGREED TO INCORPORATE THE STATE OF MARYLAND TERMS, CONDITIONS AND MBE GOALS. IN THE EVENT OF A CONFLICT BETWEEN THE STATE OF MARYLAND TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF THE WSCA MASTER PRICE AGREEMENT NUMBER 1862, WITH THE STATE OF NEVADA, THE TERMS OF THE STATE OF MARYLAND WILL TAKE PRECEDENCE.

### ADDITIONAL USER CLAUSE:

(A) PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY

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### TERMS (cont'd):

PURCHASE MATERIALS, REPAIR AND OPERATING (MRO) UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
  - (I). RECEIVES STATE MONEY; AND
  - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 C(3) OF THE INTERNAL REVENUE CODE;
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  - (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 C(3) OF THE INTERNAL REVENUE CODE; OR
6. A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B). A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C). THE RIGHT TO PURCHASE UNDER THIS SECTION BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D). ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT; (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTORY RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

### USAGE REPORT:

UNDER THE TERMS OF THIS CONTRACT EVERY SIX (6) MONTHS BEGINNING WITH THE "START DATE". A USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND REPORT TO

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### TERMS (cont'd):

DEPT OF GENERAL SERVICES, OFFICE OF PROCUREMENT & LOGISTICS, 301 W. PRESTON STREET, ROOM M-3; BALTIMORE, MD 21201, ATTN: KEN EVANS. YOU MAY ALSO FAX OR EMAIL THE REPORT TO (410) 333-7022 OR KEN.EVANS@MARYLAND.GOV THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

THE ESTIMATED DOLLAR AMOUNT OF THIS CONTRACT IS \$1,000,000.00.

#### PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER CHRISTINE VASILIAU AT CHRISTINE.VASILIAU@MARYLAND.GOV OR THE EMM DATABASE SPECIALIST GEORGE MITCHELL AT GEORGE.MITCHELL1@MARYLAND.GOV.
3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	72555-000XXX	EA		
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MAINTENANCE SUPPLIES

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING, CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 13-5526506

STATE VENDOR PHONE NUMBER: 1-(410) 644-1313  
1-(410) 368-3888 (FAX)

STATE VENDOR CONTACT PERSON: CAROL KENNER

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE